

— Est 2013 —
THE CULCHETH ARMS
— Restaurant & Bar —

EMPLOYEE HANDBOOK

CONTAINING ALL COMPANY RULES, POLICIES AND
PROCEDURES

EFFECTIVE [01/08/2020]

Section 1: WELCOME & INTRODUCTION

Welcome

We are delighted to welcome you to C & J Limited. Whatever your particular role, you are an important part of our team, and the way you carry out your work and your enthusiasm will be a key factor in our success.

This Employee Handbook has been designed to provide you with general guidance regarding our policies and procedures, and to answer some of the questions you are likely to have, for example, how to apply for holidays, what to do if you are absent etc. It will also give you an understanding of the way in which we conduct our business and the principles that, as a Company, we respect.

Please read the handbook carefully as it contains rules, policies and procedures which it is important for you to work to in the interests of the Company, our customers and your team.

In any organisation, questions and problems will arise. When they do, you should discuss them initially with Katie Breden. After this, or if you feel unable to discuss the matter with him, you can seek guidance from the Jennifer / Charlotte or Luke.

The contents of this handbook do not form part of your Contract of Employment, except where a provision is expressly stated in the Handbook to be contractual. We may change the handbook from time to time to reflect the changing needs of the organisation and to comply with new legislation.

Directors Welcome

We are very pleased to welcome you and hope that your association with us will be long, happy and prosperous. As you settle in to the business over the next few weeks, I hope you will come to understand what makes us successful; the exceptional quality of our work, the high level of service to our customers and most importantly, the team of people that collectively make up The Culcheth Arms

It is important that you enjoy your time working for the Company, we all like to work hard and play hard as we think that this philosophy leads to greater sense of job satisfaction.

Everybody here makes a difference. Each and every person on the team has an important part to play in our continued success.

Jenny, Charlotte and Luke

Section 2: JOINING OUR ORGANISATION

Right to work in the UK

In line with current immigration legislation, we have a legal obligation to check that every employee has the right to work in the UK. You will therefore be required to show us your passport or other acceptable original documentation for this purpose, prior to the commencement of your employment. We will need to take copies for our records, as required by the legislation.

Further annual checks will be required if you only have a limited right to work in the UK.

Probationary Period

We have employed you because we believe that you will be a valuable member of our team. You will initially be employed on a probationary period, as detailed in your Contract of Employment. During this period, we will give you as much support as we can to help you to adapt to your new role and be successful. However, if your performance doesn't meet our standards, or if you do not appear to be suited to the role for any reason, we will regrettably have to consider ending your employment.

We hope that you will progress within our organisation, and we encourage career development. Any subsequent internal promotions or transfers may also be offered subject to you satisfactorily completing a probationary period in the new position.

Responsibilities and Duties

Your role will be to truly listen to our guests, to anticipate their needs and achieve 100% guest satisfaction. Your key duties will include;

- Table service to all customers who are dining.
- Answering the phone and dealing with bookings and questions to the best of your ability
- Maintaining the building cleanlinesses and reputation
- Ensuring all stock is rotated and served correctly
- Cleaning down the sections of work place you are working in
- Arriving on time to your shift
- Perfect Serve, Every Time
- Being aware of wastage and the affects it can have on the company
- Being a team player

Flexibility

We expect all of our employees to work together and to be flexible in undertaking other duties outside their roles as may be required.

Hours of Work

Normal working hours

Your normal hours of work are stated in your Contract of Employment. We may, at times, need to change your hours to meet the organisation's requirements, either on a temporary or permanent basis. You will be given as much notice as possible of any such changes.

In line with the Working Time Regulations 1998, you will not usually be asked to work more than 48 hours per week. If you choose to work more than an average of 48 hours per week, you will need to sign an agreement to this effect.

Lay off

In the unlikely event that we are unable to operate for reasons beyond our control, or if there is a downturn in work which means that we do not have sufficient work to keep everybody fully employed, your hours of work may be temporarily reduced and your pay reduced commensurately (“short time”) or you may be temporarily sent home without pay (“lay-off”). In these circumstances you may qualify to receive Statutory Guarantee Pay for up to 5 days in any continuous 3-month period.

Pay

Your rate of pay is detailed in your Contract of Employment, and will be subject to deductions for tax and national insurance, which will be shown on your pay statement. You will be paid on the last day of the month, by automatic bank transfer, and we will require you to provide us with your bank account number and sort code during induction.

Training and Development

The Company is committed to training and developing all of its employees so as to enable them to achieve their maximum potential. However, it also considers it appropriate to base training and development opportunities on the requirements of the business. Therefore, decisions about investment in staff training and development will always be made having regard to the needs of the business as well as the employee’s individual needs.

The Company regularly reviews its level of investment in staff training and development to ensure not only those adequate resources are being provided but also that training and development activity is delivering a benefit to both the employee and the business.

Regular performance and development reviews will be undertaken by your line manager as and when appropriate. Where the Company agrees to provide a financial investment towards your training and development, you may be required to complete a Training Agreement in relation to the financial support provided.

Section 3: WHAT WE EXPECT OF YOU

Timekeeping

We expect you to arrive for work in good time, and be ready to commence work at your start time.

We do operate a clocking in system for both payroll and H&S reasons. You must clock in and out at the start and end of your shift, should you forget you must advise the Manager on duty who will make a manual record.

Should you arrive at work more than fifteen minutes late, you should report to your Manager before commencing your duties and explain your reasons for late arrival. Where you are more than fifteen minutes late you will be considered as having started work at the commencement of the next quarter and your pay will be calculated accordingly.

If you are repeatedly late, without good reason, you may face disciplinary measures.

Standards of Dress/Uniform

The company do require you to wear uniform. We provide you with uniform, If you work in the Kitchen you will be supplied with the appropriate Chefs Blacks / Whites. If you work Front of House you will be supplied with either T-Shirts or Shirts.

For some roles, you may be required to wear protective clothing. Additional requirements apply if you work in food preparation areas.

We do require long hair to be tied back and a high standard of personal hygiene.

- Kitchen Footwear should be non-slip and closed toe.
- Front of House should be non-slip and smart shoes.

You must be ready to start work appropriately dressed for your role. If you are not, you may be sent home to change and we will reserve the right not to pay you for the period you are not at work.

Telephones

Company telephones

Personal telephone calls are allowed only in the case of an emergency.

Personal mobiles

Whilst at work you should ensure that any personal mobile phone or other personal IT device in your possession is switched off other than during allocated breaks, unless you have prior authorisation to the contrary from your Manager.

Mobiles and driving

You are not permitted to use a hand-held mobile telephone while driving any vehicle on Company business. Calls may only be made or answered while the vehicle is stationary and the engine switched off (the only exception to this rule is the use of a hand-held phone for a genuine emergency call to the emergency services if it would be unsafe or impracticable for you to stop driving).

If it is necessary to use mobile telephones while driving, calls should only be made or taken using a hands-free device.

Property

Personal Property

We would discourage you from bringing any valuable personal items onto the premises. If this cannot be avoided, you should endeavour to ensure that any personal

property/equipment is not left on the premises overnight. We do not accept any responsibility or liability for loss, accident or damage to personal property (including vehicles) whilst on our premises, or whilst working off-site.

Company Property

You are responsible for the safekeeping of any equipment, tools, stock, computer hardware/software, or any other property issued to you in the course of your work. Adequate care must be taken to prevent loss, damage, or theft. However, should any loss or damage occur, it is your responsibility to promptly notify your Manager.

You are not permitted to remove any Company property/equipment from our premises for private use without first receiving written authorisation to do so from your Manager. When permission is obtained, it is provided conditional upon you obtaining and following all health and safety instructions.

Smoking

Smoking is strictly prohibited inside the Company premises at all times and without exception. This includes Company vehicles. Smoking is only permitted outside the building, away from doorways, and where the customers can not see you. Smoking is permitted during break periods only.

This restriction applies equally to electronic cigarettes (“e-cigarettes”) and other tobacco related products.

Alcohol/Drugs

You are not permitted to bring alcohol or drugs (other than prescribed or over-the-counter medication) onto our premises.

You must not attend work under the influence of, or suffering the after-effects of, alcohol consumption or the use of drugs. You must be fit and able to perform your duties safely and efficiently and comply, if appropriate, with road traffic, health and safety regulations etc. at all times. If we feel that your performance is being affected in any way due to alcohol consumption or drug use, or if we can smell alcohol on your breath, you will be sent home pending the implementation of the Disciplinary Procedure. Arriving for work while under the influence of, or suffering the after-effects of, alcohol consumption or drug use will be deemed to be gross misconduct, which could result in the termination of your employment.

These rules apply equally to times when you are working on other premises, including client premises, on behalf of the Company.

If you are attending a work social event, or are engaging in social activities as part of off-site training or corporate events, you may consume a moderate amount of alcohol when not undertaking work duties, provided that it does not affect your ability to conduct yourself in a professional manner at all times. If we believe that your consumption of alcohol has led you to behave in an unprofessional manner, or in any way which reflects negatively on the organisation, you will be subject to disciplinary action which could result in the termination of your employment.

We will report to the Police, or other appropriate agencies, any circumstances connected with drug use that, if left unreported, would place the Company in breach of any statutory obligation and/or public duty. We will take disciplinary action against any employee who fails to report any person using drugs or alcohol on our premises or in dealing/trafficking in drugs whilst on our premises, or whilst otherwise undertaking duties on our behalf.

For reasons of health and safety and possibly your own protection, you are required to notify your Manager of any prescribed or over-the-counter medication that you take if your work performance could be adversely affected in any way. In certain circumstances, it may be necessary for us to arrange for a risk assessment to be undertaken before allowing you to continue with your duties.

Secondary Employment

You must only undertake other employment whilst working for us, either paid or unpaid, with the consent of a Director. When permission is granted, it is given on the condition that any secondary employment does not interfere with, or have an adverse effect on your responsibilities to our organisation.

A statutory maximum 48-hour limit on your weekly working hours applies to ALL work that you do, including any secondary employment that you may have, unless you sign an opt-out (referred to above under “hours”). If you have secondary employment, you should notify your Manager of any changes in circumstances that would affect your total hours worked in any week.

Conflict of Interest

If you have a personal involvement with any suppliers, contractors, customers etc. or believe that you may be involved in a conflict of interest situation you must inform a Director immediately to discuss your situation and to raise any queries you may have about your circumstances.

Confidential Company Information

Confidential information is identified as all information, which:

- Relates particularly to Company business or that of other persons or bodies with whom we have dealings; or
- Is or has been acquired by you during your employment, or has otherwise been acquired by you in confidence; or
- Is not in the public domain; or
- Is marked confidential.

You should not under any circumstances, whether during or after your employment, release confidential information to any other company or third party including members of the public, other employees, or any external authority, without the express written consent of a Director.

You are required to exercise reasonable care to keep safe all documents or other material containing confidential information and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

Section 4: IMPORTANT POLICIES AND PROCEDURES

Health and Safety

We are committed to providing a healthy and safe working environment. Everybody is responsible for promoting good practices and we need your co-operation to ensure high standards are maintained.

General Information

The Health & Safety Policy is displayed on the wall in the Kitchen corridor. Please ensure you take time to read it. If you require any further information, please ask your Manager.

If you see any unsafe practice or situation you should report it to your Manager straight away.

You also need to:

- take reasonable care of your own and your colleagues' Health and Safety and that of customers and visitors;
- co-operate with the Company in any steps it takes to meet its legal duties;
- observe all safety precautions and regulations appropriate to any site you may visit other than the site you are normally employed at;
- not misuse or interfere with anything provided in the interests of Health and Safety;
- strictly observe relevant notices throughout the building regarding 'No Smoking', 'Fire Precautions' and 'Safety'.

Accidents

As your employer, we are obliged to keep records showing details of accidents to employees, customers, visitors, suppliers or contractors.

Any accident or near miss, however small, must be reported to your Manager, particularly where personal injury and damage is concerned. A report of all accidents involving personal injury will be recorded.

Holidays

The holiday year runs from 27th January to 26th January and your annual holiday entitlement is stated on your Contract of Employment. Your entitlement for the holiday year in which you join the Company will be determined by the number of complete qualifying weeks between your date of commencement and the end of that year.

Booking Annual Leave

To book any holidays, you will need to email candjlimited@gmail.com, address the email to Jennifer accordingly, this then needs to be approved by Jennifer before you make any firm holiday arrangements. Holidays are usually approved on a first-come, first-served basis.

You should give at least 4 weeks' notice of your intention to take holidays. Normally a maximum of 2 working weeks can be taken consecutively.

Unauthorised absence

If you take holiday leave without the prior approval of Jennifer, or after any request has been refused, the period of absence shall be considered as unauthorised and does not count towards your 'qualifying weeks' for the purpose of calculating your holiday entitlement. This may also apply if you call in reporting sick for the same period. Unauthorised absence is considered serious misconduct and could result in disciplinary action up to and including termination of your employment.

Sickness absence and holidays

If you are ill on a day on which you would otherwise have been on holiday, and you wish your absence to be treated as sick leave and not holiday, you will need to follow the sickness absence reporting procedure outlined further in this handbook.

The Company may, at its discretion allow you to use your annual leave during a period of absence.

Carrying over holidays

Holidays cannot be carried over from one holiday year to the next, unless you have been prevented from taking them due to a period of sickness absence. Payment will not be made for unused holiday entitlement other than at the end of your employment.

We may restrict the taking of holidays in busy periods, e.g. Summer Holidays, Christmas.

Public/Nominated Holidays

We are open on all public holidays and we may require you to work on any of these days, and if so, you will be given the opportunity to take your holiday at a different time.

Sickness Absence

We have certain notification and certification requirements which must be followed if you are absent from work. Unauthorised absence may lead to disciplinary action which could result in the termination of your employment.

Notification

If you are unable to attend work on account of sickness or injury, you must arrange for telephone call to be made to a Director or Duty Manager, as early as possible but at least 2 hours before your shift starts on the first day of absence.

You, or the person telephoning on your behalf, should advise the expected length of absence and the reason for absence.

If your absence lasts for longer than one day, but is not covered by a medical certificate, you must notify a Director or Duty Manager as outlined above on each day of your absence unless agreed otherwise. If you fail to make contact, your absence will be treated as unauthorised, and you will not be paid for the period of non-attendance.

Sickness certification

For all absences of less than 7 days you will be required to complete a Self Certification Form in the presence of a Director or Duty Manager on your return to work.

If your absence lasts for more than 7 continuous days, you must obtain a Medical Certificate (Statement of Fitness for Work or 'Fit Note') from your doctor stating how long you are going to be unfit for work.

Private medical certificates are not acceptable for sick pay purposes.

It should be noted that a Medical Certificate, whilst persuasive, might not be considered as absolute evidence of incapacity for work, particularly where there is evidence to the contrary. Disputes may be pursued by individuals through the Grievance Procedure, or by the Company through the Disciplinary Procedure.

Statutory Sick Pay

You may receive Statutory Sick Pay (SSP) if you are absent from work due to sickness for 4 or more consecutive days, subject to you meeting the qualification criteria.

SSP is not paid for the first 3 qualifying days of absence, and thereafter is paid for a maximum of 28 weeks.

SSP is paid through the normal payroll and is subject to tax and NI deductions.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then you will be required to re-pay any payments we have made to you because of the absence (including SSP), up to an amount not exceeding the amount of the compensation or damages paid by the third party.

Failure to follow our absence notification procedure on the first day of absence, subsequent re-notification procedures if you cannot return on the expected day, or failure to supply the necessary certification, will lead to SSP being withheld for the day(s) which are not covered by notification/certification. Unless specified otherwise

on the Medical Certificate, your first notification lasts for seven days from the date on which it was given - notification given on a Monday should therefore be renewed the following Monday if you are unable to return within the specified period.

We are not obliged to make any payments for sickness/injury over and above SSP. Where we choose to do so, payments will be made on a totally discretionary basis and SSP will be offset.

Please help us and your colleagues by ensuring that you follow the above procedures in the event that you cannot work.

If you are absent without acceptable reasons, without notification and/or correct certification or documentation (regardless of the period of absence), or if you persistently fail to follow this procedure, disciplinary action will be taken which could result in the termination of your employment.

Persistent short-term absence

For our organisation to be effective, we rely on the attendance of our employees. If you have an unacceptable amount of short term sickness absence, you may be subject to disciplinary action, regardless of the fact that there may be genuine reasons for your absence.

Long-term absence

If it becomes apparent that you may be off work for a prolonged period of time or if you are absent due to illness or injury for more than 4 weeks we may:

- request access to your medical records from your doctor; and/or
- obtain a medical report from an independent medical adviser.

During any period of prolonged absence you should make contact with a Director on a regular basis to keep him informed of your situation, and you should attend any meetings which we may arrange to discuss your absence. If you cannot attend meetings at work, we will endeavour to meet with you at your home or an alternative location may be agreed.

You may request a period of holiday during any period of long term absence. To do so, you should use the Holiday procedure set out above.

Records

The Company will retain information regarding absence and timekeeping. It has a legal basis for doing so in respect of its legal obligations or legitimate interests, specifically, payment of Statutory Sick Pay. This data will be treated confidentially, and will only be shared with relevant managers who are involved with your employment, or in any disciplinary or appeals processes which may arise in connection with the absence procedure, with members of the HR department, and in some cases, external HR & Legal Advisors. Further details, including details of your rights with regard to your personal information, are contained in the Data Protection Policy (featured elsewhere in this handbook) and the Data Privacy Notice which has been issued to you separately.

Time-off for other reasons

There may be occasions when you need time off work, the following covers the main types of leave and any procedures that you must follow.

Medical, Dental and Optical Appointments

You should make appointments with a doctor, dentist or optician outside working hours. Where this is not possible, you should obtain prior permission from a Director or Duty Manager and try to make appointments at the beginning or end of the working day. If your appointment is during working hours, you may be asked to obtain an appointment card or other evidence to confirm the time and date of your appointment.

Jury Service

If you are required to attend court as a juror, you should notify a Director or Duty Manager as soon as you receive notification and you will be allowed the requested time off unpaid. A Loss of Earnings Allowance should be claimed from the court, together with any travelling and out of pocket expenses.

Public Duties

— Should you contemplate putting yourself forward for membership of any designated authorities for voluntary public duties (such as Justice of the Peace, Territorial Army Volunteer Reserve etc) you must obtain prior permission before doing so. Permission will not be unreasonably withheld, providing that the time involved performing such duties is compatible with the job requirements of the Company.

Bereavement/Compassionate Leave

Leave for compassionate reasons (paid or unpaid) will be granted according to the particular circumstances involved.

Time-off to care for dependants

You have a statutory right to take a reasonable amount of unpaid time off work in order to arrange for the care of a dependant in certain circumstances.

A dependant is your wife, husband, partner or civil partner, child, parent or someone who lives in the same household as you (but who is not your employee, tenant, lodger or boarder) or any person who reasonably relies on you for assistance.

Circumstances may include when a dependant:

- becomes ill or dies;
- has an accident;
- has the arrangements for their care unexpectedly disrupted (including unexpected school closures).

If you require time off to deal with such a situation, you should contact a Director or Duty Manager to explain the nature of the emergency and to confirm the expected duration of your absence. What is “reasonable” will depend upon the particular circumstances, but most absences for this purpose would not be expected to be more than one or two days.

Maternity Leave

All pregnant employees are eligible for up to 52 weeks leave. This is made up of 26 weeks Ordinary Maternity Leave (OML) and 26 weeks Additional Maternity Leave (AML).

You must notify us if you are pregnant at the earliest opportunity, as we may need to conduct an assessment of any risks to you or your unborn child associated with your role, and take any necessary action required.

In order to take maternity leave you must notify us of the date you intend to start your leave no later than the 15th week before the expected week of childbirth (EWC), and provide a certificate from your doctor or midwife (usually the MATB1 form) confirming the EWC. The earliest date you can start your leave is 11 weeks before the EWC. If you are absent with a pregnancy-related illness within 4 weeks of your EWC, your maternity leave will be automatically triggered. If you wish to postpone or bring forward the date you intend to start your leave, you should advise us not less than 28 days before the original intended start date (if postponing) or the new intended start date (if bringing forward).

During maternity leave you will be entitled to the terms and conditions of your employment, except those in relation to pay. You will also be bound by the terms and conditions of your employment except those in relation to undertaking work.

You will be required to take any outstanding holidays prior to commencing maternity leave. You will continue to accrue holidays during the period of leave.

We will notify you of the date on which you are expected to return to work. If you wish to return earlier, you are required to give us at least 8 weeks' notice of your earlier intended date of return.

Ante-natal Care

All pregnant employees are entitled to reasonable time off with pay for the purpose of receiving antenatal care. Except for the first appointment, you are required to show the Company, if requested, an appointment card or other documents showing that an appointment has been made.

The partner of a pregnant woman will be entitled to take unpaid time off work to attend up to 2 antenatal appointments, capped at 6.5 hours per appointment. A 'partner' could be the baby's father, or the mother's spouse, civil partner, or partner in an enduring relationship.

There is no qualifying period, but there will be a requirement for the individual requesting the time off to confirm their relationship with the mother and provide details about appointments.

Statutory Maternity Pay

You will be eligible to receive Statutory Maternity Pay (SMP) if you:

- have 26 weeks continuous service as at the 15th week before the EWC;
- have average weekly earnings which are at or above the lower earnings limit for National Insurance contributions.

SMP lasts for a maximum of 39 weeks and is paid at two rates as follows:

- 90% of your normal earnings for the first 6 weeks.
- The prescribed rate for 33 weeks (or 90% of your earnings if that is lower). This rate changes each year. Details can be found on the HMRC website, or can be provided on request.

If you are not entitled to SMP, you may be entitled to Maternity Allowance, which is paid at the prescribed rate for up to 39 weeks.

Paternity Leave

If you are an expectant father, or if your partner is pregnant and you expect to have responsibility for the child's upbringing, you may, if you have sufficient service and have provided the appropriate notification, have the right to statutory paternity leave and pay.

Ordinary Paternity Leave

Ordinary paternity leave can be taken as either one or two weeks leave in the 8 weeks following the birth of the child.

Statutory Paternity Pay

Statutory Paternity Pay is payable provided that your earnings are at least at the lower earnings limit for national insurance contributions. It is paid at the prescribed rate set by the Government annually, or 90% of your normal weekly earnings if this is less. Details of the current prescribed rate are available on request, or can be found on the HMRC website.

Adoption Leave

If you are adopting a child, you will be eligible for up to 52 weeks Statutory Adoption Leave provided that:

- You have notified the agency that you agree to the child being placed with you on the EPD;
- Your spouse or partner will not be taking adoption leave with their employer (although they may be taking paternity leave).

You must give us at least 28 days' notice of the date you intend to start leave.

You can begin leave at any date from the 14th day before the EPD, or on the placement date itself, but not later.

The main adopter will be able to take paid time off for up to five adoption appointments. The secondary adopter will be entitled to take unpaid time off for up to two appointments.

Statutory Adoption Pay

Statutory Adoption Pay is payable for up to 39 weeks, provided that you have 26 weeks' continuous service at the week you were matched with the child, but stops if your placement ends or you return to work sooner. It is subject to you having earnings which are at least at the lower earnings limit for national insurance contributions, and is payable at the prescribed rate set by the government annually, or 90% of your normal weekly earnings if this is less. Details of the current prescribed rate are available on request, or can be found on the HMRC website.

Shared Parental Leave

Shared Parental Leave is designed to give parents more flexibility in how to share the care of their child in the first year following birth or adoption. Parents will be able to share up to 50 weeks of leave, and can decide to be off work at the same time and/or

take it in turns to have periods of leave to look after the child. Further details can be obtained from your Manager.

Parental Leave

If you are the parent of, or have parental responsibility for, a child under the age of 18, and you have at least one year of complete service with the Company, you will be entitled to take up to 18 weeks of unpaid leave for each child in order to look after them or make arrangements for their welfare. You must inform the Company at least 21 days prior to your intended start date. Leave must normally be taken in blocks of complete weeks, except where the child is disabled when leave can be taken in odd days, with the maximum amount of leave you can take in one year being 4 weeks.

Flexible Working

All employees with at least 26 weeks continuous service with the Company have the statutory right to make a request to work flexibly. Requested changes can be to hours or days of work, or location of work.

You should make any such request in writing to a Director or Duty, and include:

- details of your proposal, explaining what impact you think it will have on the business and how this may be dealt with;
- a start date for the proposed change, allowing the Company 12-14 weeks for consideration and implementation.

Each request will be considered on its own merits, whilst at the same time considering the needs of the business. If we approve your application, the variation in contractual terms will be permanent, unless otherwise stated, and there will be no automatic right for you to revert to your previous work pattern.

If we believe that the request would have a negative impact, and such impact cannot be reasonably overcome, we may refuse it, or suggest an alternative arrangement. However, we will arrange a meeting with you to discuss further before making a final decision. If we then choose not to grant the request, we will advise you in writing of our reasons, and you will have the right to appeal the decision.

Only one request for flexible working arrangements can be made within a 12 month period.

Discipline

We set standards of conduct and work performance, which are necessary for us to operate effectively in the interests of all our employees and customers.

The purpose of these guidelines is to help and encourage you to achieve and maintain standards and to provide a fair and consistent method of dealing with alleged failures. In instances of poor performance (where it is a case of "can't do" as opposed to "won't do"), the underlying reason will be capability (poor performance).

Informal Warnings

In minor cases of misconduct you will usually be given an informal warning from your Manager in the first instance, without the need to implement the formal disciplinary procedure. A file note of the warning may be kept in your personnel file.

Investigation

In most instances of alleged misconduct which could lead to formal disciplinary action, an investigation will be undertaken to establish the facts. Circumstances where this may not be required include where you have openly admitted to the alleged misconduct, or where there is irrefutable evidence of the alleged misconduct.

Suspension

You may be suspended with pay while the matter is investigated. During any period of suspension, you shall be prohibited from attending the workplace other than for the purpose of attending meetings/hearings concerning the matter. You shall also be prohibited from contacting any employees, suppliers or customers, without Company consent, unless such contact is in respect of arranging for a work colleague or trade union representative to accompany you to a disciplinary hearing.

Disciplinary Hearings

Where the Company feels that there is a disciplinary allegation to be answered, you will be required to attend a disciplinary hearing, and will be notified in writing of the reason(s) for holding the hearing, and the date, time and location. Where practicable, at least 24 hours' notice of the hearing will be given.

At the disciplinary hearing you will be given the opportunity to state your case.

You will have the right to be accompanied to a disciplinary hearing by a work colleague or an authorised person as defined by current employment legislation. The accompanying person can address the hearing to present your case, ask questions, respond to any views expressed and sum up, but they cannot answer questions on your behalf. You should notify the Company of the name of any person who is to act as your representative as soon as practically possible in advance of any formal disciplinary hearing.

In certain circumstances, e.g. due to logistical and/or geographical issues, meetings / hearings may be held via telephone or video-link.

We may, on occasion, devolve responsibility for disciplinary and grievance investigations and/or hearings to external consultants. Where we do so, the consultant will adhere to the relevant Company policies and procedures.

We may, on occasion and where you consent to us doing so, make audio recordings of meetings or hearings. Similarly, you are forbidden from making such recordings without prior written consent from [a Director]. If you are found to be covertly recording or to have made a covert recording, you may be subject to disciplinary action up to and including dismissal.

You will be notified of the outcome of the disciplinary hearing in writing as soon as possible.

Disciplinary Warnings

A first instance of misconduct will usually lead to a **First Written Warning**. If, during the period of a First Written Warning, there is insufficient improvement in behaviour or conduct, or further unrelated misconduct occurs, this will usually lead to a **Final**

Written Warning. If, during the period of a Final Written Warning, there is insufficient improvement in behaviour or conduct, or further unrelated misconduct occurs, this will usually result in **Dismissal**.

The Company reserves the right, however, to implement the procedure at any stage, or to skip stages of the procedure, if the situation so warrants, and in this respect a final written warning may be given as the first stage of the procedure.

Period of Warnings

The written notification of a warning will set out the period after which the warning will be disregarded for disciplinary purposes. In most circumstances, the period for formal warnings will be 12 months, provided that there has been satisfactory improvement in behaviour or conduct, and no unrelated misconduct during that period. The Company may, at its discretion, issue warnings for longer periods where it deems this to be justified in the circumstances. It may also re-issue or extend the period of a warning, as an alternative to escalating disciplinary action where insufficient improvement has been made.

Gross Misconduct

Where it is deemed that you have committed an act of gross misconduct, you will usually be summarily dismissed (i.e. dismissed without notice of pay in lieu of notice) without any warnings being issued. Examples of gross misconduct include:

- (1) Theft from the Company, customers, or employees. Theft includes misappropriation of property, and/or materials, unauthorised taking of Company-owned products, or using Company labour, facilities or services for personal gain without prior management permission;
- (2) Conduct that brings / risks bringing the Company into disrepute;
- (3) Dishonesty or fraud, including the falsification of records;
- (4) Serious negligence by the employee in the performance of his duties;
- (5) Failure to carry out a lawful and reasonable management instruction;
- (6) Serious breach of work procedures or rules including quality and health and safety, or repeated failure to follow procedures or rules in the case of less serious breaches;
- (7) Breach of statutory regulations;
- (8) Any serious breach of internal security rules and requirements including any breach of confidentiality;
- (9) Competing with the employer in their business, or taking actions to do so;
- (10) Consuming or being under the influence of alcohol or drugs (except prescribed or over-the-counter medication) whilst on Company premises, or during working time off-site; bringing alcohol or drugs onto Company premises;
- (11) Bullying, harassment, threats of violence, abusive behaviour, fighting, intimidation;
- (12) A criminal conviction which in the Company's opinion renders the employee unsuitable to continue in his duties;

- (13) Undertaking private work on the premises and/or in working hours without express permission;
- (14) Unauthorised access to computer systems and codes. Unauthorised copying/removal of computer programs, records, data etc; introducing a virus into the computer system or network; accessing pornographic, sexually explicit or illegal media;
- (15) Any disclosure under the Public Interest Disclosure Act, which is made maliciously or which is made without sufficient belief in its validity;
- (16) Any covert recording of meetings or discussions, whether formal (e.g. disciplinary or grievance), or informal (e.g. staff, departmental or one to one) meetings.

This list is not exhaustive.

Alternative sanctions to dismissal (Contractual)

In circumstances where dismissal would be the usual outcome, the Company reserves the contractual right to impose a lesser sanction, which could be used alone or in conjunction with a formal warning. Such lesser sanctions could include one or more of the following:

- Demotion
- Transfer to a different department or job
- Suspension without pay for a defined period
- Non-payment of a bonus or salary increment

Appeals

You may appeal against any formal disciplinary warning within 5 working days of being notified. In the first instance, if you wish to lodge an appeal you should notify the person named on the letter. The written request should contain a brief outline of the grounds for appeal. An appeal hearing will be arranged and you will be notified of the date and time of the hearing and the name of the person who will hear the appeal. You have the right to be represented at the appeal hearing as outlined above under “Disciplinary Hearings”.

The person hearing the appeal may take the following specific action:

- overturn the original decision;
- uphold the original decision;
- reduce the penalty imposed;

The decision of the person hearing the appeal will be final.

Pending the outcome of an appeal process, the original disciplinary decision will stand.

Records

The Company will retain information regarding the disciplinary procedure. It has a legal basis for doing so in respect of its legal obligations or legitimate interests, specifically, in following a fair disciplinary procedure. This data will be treated confidentially, and will only be shared with relevant managers who are involved with your employment, or in any appeals processes which may arise in connection with the disciplinary procedure, with members of the HR department, and in some cases, external HR & Legal Advisors. Further details, including details of your rights with regard to your personal information, are contained in the Data Protection Policy

(featured elsewhere in this handbook) and the Data Privacy Notice which has been issued to you separately.

Poor Performance

The Company acknowledges that it is more likely to achieve its wider business objectives by ensuring that all employees have the necessary skills and knowledge to perform to the highest level. As such, support and training will be provided as appropriate in this regard. However, where support and training are either unsuccessful or not applicable to the performance issues at hand, an appropriate performance management process will be followed. That process will reflect the Company's disciplinary procedure in terms of the stages involved (i.e. informal discussion followed by formal meetings as necessary) and action taken (first written warning, final written warning followed by termination as necessary). However, where performance issues stem from attitude, negligence or deliberate wrongdoing, the disciplinary procedure will apply.

The performance management process will apply to all employees except those still within their probationary period. However, there may be circumstances in which it will be appropriate for the Company to bypass or shorten some stages of the procedure depending on the circumstances or nature of the employee's role and / or the type and extent of the performance issue and / or the effect on the business and / or other employees.

You will have the right of appeal in respect of any formal action taken under the performance management process.

Grievance

The purpose of a grievance procedure is to provide employees with a framework within which grievances may be resolved to help ensure that areas of dissatisfaction are identified, and responded to in a clear, orderly and fair manner. The procedure itself cannot guarantee the resolution of a particular grievance, as this is dependent upon all concerned parties adopting reasonable attitudes to the problem(s) raised.

The grievance procedure may not be used to pursue matters relating to disciplinary decisions. Should you be dissatisfied with any disciplinary sanction taken, you should follow the appeal process as contained in the Disciplinary Procedure.

Informal steps

Where you have a complaint or issue, you should endeavour to deal with it informally first, through a Duty Manager, or if this is not appropriate, a Director.

Managers will discuss your concerns, investigate as necessary (ensuring discretion as appropriate) and attempt to address your concerns fairly and promptly.

Mediation

At any stage in this procedure, you or Manager may suggest that your concerns be referred for mediation. Mediation is likely to be most appropriate where your concerns involve relationships with colleagues or your Manager. However, there may be circumstances in which alternative non-adversarial discussions may be undertaken with the aim of promoting a speedy resolution.

Mediation is voluntary and will take place only if all parties agree. It is, however, hoped that all parties will recognise the benefits of seeking to resolve issues via mediation and will be amenable to and cooperate with this approach.

Formal steps

Where you have not been able to resolve the matter(s) informally and/or you wish to formalise you should set it out in writing, and submit it to Katie Breden or their manager as appropriate. It is your responsibility to ensure that any issues, concerns, complaints ("grievances") are raised without undue delay. This first stage requiring you

to put your concerns in writing forms the basis of the subsequent hearing and any investigations, so it is important that the nature of the grievance is set out clearly.

If the grievance is about Katie Breden, you should submit the written grievance to Jennifer / Charlotte Hutchinson or Luke Birchall.

Usually within 5 days of receiving the written grievance you will be notified of a time/ date of a hearing to discuss the points raised. You should make every endeavour to attend the hearing.

In certain circumstances, e.g. due to logistical and/or geographical issues, meetings / hearings may be held via telephone or video-link.

We may, on occasion, devolve responsibility for disciplinary and grievance investigations and/or hearings to external consultants. Where we do so, the consultant will adhere to the relevant Company policies and procedures.

We may, on occasion and where you consent to us doing so, make audio recordings of meetings or hearings. Similarly, you are forbidden from making such recordings without prior written consent from [insert name and/or job title]. If you are found to be covertly recording or to have made a covert recording, you may be subject to disciplinary action up to and including dismissal.

After listening to the grievance, undertaking any further investigation as necessary and fully considering all the facts, the Manager will notify you in writing of the outcome, giving you the opportunity to appeal against the decision or lack of decision.

Outcome

You will be advised of the decision regarding your grievance in writing. Where your grievance has not been upheld, you will have the right of appeal.

Right of Appeal

You will need to submit the grounds of your appeal in writing to the person indicated on the outcome letter within 5 working days of being notified. An appeal hearing will then be held. The decision at appeal is final.

Right to be accompanied

You will have the right to be accompanied at any formal meetings (i.e grievance hearing and any appeal hearing) by a work colleague or an authorised person as defined by current employment legislation. To exercise this right, you must make a reasonable request. What is reasonable will depend on the circumstances of each individual case. An authorised person will be allowed to address the meeting and to ask questions, but will not be allowed to answer questions on your behalf. Management may at their discretion, arrange for another person to be present at any grievance hearing. You and any accompanying person should make every effort to attend the hearing.

Records

The Company will retain information regarding issues dealt with under the Grievance Procedure. It has a legal basis for doing so in respect of its legal obligations or legitimate interests, specifically, ensuring that the Company follows a fair grievance procedure. This data will be treated confidentially, and will only be shared with relevant managers who are involved with your employment, or in any disciplinary or appeals processes which may arise in connection with the Grievance Procedure, with

members of the HR department, and in some cases, external HR & Legal Advisors. Further details, including details of your rights with regard to your personal information, are contained in the Data Protection Policy (featured elsewhere in this handbook) and the Data Privacy Notice which has been issued to you separately.

Public Interest Disclosures (“Whistle-Blowing”)

The Public Interest Disclosure Act 1998 makes provision about the kinds of disclosures which may be protected, the circumstances in which such disclosures are protected and the persons who may be protected. These are called “qualifying disclosures”. A qualifying disclosure is one made in the public interest by a worker who has a reasonable belief that one of the following sets of circumstances exists:

- A criminal offence has been committed, is being committed or is likely to be committed. Examples of such are fraud, bribery or corruption.
- A person has failed, is failing or is likely to fail, to comply with any legal obligation to which he is subject.
- A miscarriage of justice has occurred, is occurring or is likely to occur.
- The health and safety of any individual has been, is being, or is likely to be endangered.
- The environment has been, is being or is likely to be damaged.
- Information tending to show any matter falling within any one of the preceding paragraphs has been, is being, or is likely to be deliberately concealed.

If you wish to raise or discuss any issues that might fall into the above categories, you should contact Jennifer / Charlotte Hutchinson or Luke Birchall who will treat the matter in confidence.

You should be aware that this policy will apply where you reasonably believe that the information disclosed and any allegation contained in it, is substantially true. If any disclosure concerns information which you do not substantially believe to be true, or if the disclosure is made maliciously, then such a disclosure will constitute a disciplinary offence and may constitute Gross Misconduct for which summary dismissal is the sanction.

Equal Opportunities

We are committed to providing equality of opportunity and treatment in all aspects of employment for every employee and for potential new recruits.

It is unlawful to discriminate because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as “protected characteristics”.

We will do everything reasonable to ensure that no person receives less favourable treatment because of a protected characteristic.

Whilst the overall responsibility for this policy rests with Jennifer / Charlotte Hutchinson you must ensure that you treat all colleagues and job applicants fairly, impartially and without discrimination.

The principles set out above apply in the workplace and outside the workplace in a work related context such as business trips, customer or supplier events or work related social events.

If you have any grievance relating to Equal Opportunity issues, you should raise this through the Grievance Procedure.

Bullying and Harassment

We will not condone any form of bullying or harassment.

Bullying

There is no legal definition of workplace bullying, but it is generally regarded as negative behaviour targeted at an individual or particular group of individuals, which occurs repeatedly or persistently over time.

Examples of unacceptable behaviour that could amount to bullying include:

- Abuse or misuse of power
- Spreading malicious rumours
- Ridiculing or setting someone up to fail
- Unfair treatment
- Deliberate exclusion without good reason
- Overbearing or intimidating supervision

Legitimate, reasonable and constructive criticism of performance or behaviour, or reasonable instructions given will not amount to bullying.

Harassment

Harassment is defined as any kind of conduct or behaviour including physical, verbal or non-verbal conduct, which is considered to be unwelcome, unwanted, unreasonable or offensive to the recipient particularly in relation to a protected characteristic (see above under "Equal Opportunities") and has the purpose of violating a person's dignity or creating an environment that is intimidating, hostile, degrading, humiliating or offensive.

Conduct normally becomes harassment if it continues even though it has been made clear that it is offensive or unwanted. The behaviour doesn't have to be directed at you. If you witness another person being harassed you should follow the procedure below.

Harassment may relate to any of the protected characteristics. However it can also occur based on the perception of another person, for example where it is believed a person is gay or disabled. In addition harassment can occur because someone is associated with another person, for example where someone cares for a disabled person or is friends with a transsexual.

Whilst not an exhaustive list, forms of harassment include:

- Physical contact
- 'Jokes' or 'banter'
- Offensive language, racial slurs
- Offensive screen savers, posters, emblems, symbols
- Isolation or exclusion

All employees are required to read this and ensure that they understand what types of behaviour are unacceptable. You must always consider whether your words or conduct may be considered offensive. If you have any queries, please speak to your Manager.

The informal and formal procedure to follow is set out under the Grievance section earlier in this handbook.

You will not be subject to any detriment for bringing a complaint of bullying/harassment. However, if the investigation concludes that your complaint is both untrue and that you

have brought it with malicious intent, you may be subject to disciplinary action up to and including the termination of your employment.

Where we have reason to believe that bullying or harassment is occurring, we will take appropriate action under the Disciplinary Procedure, which may result in disciplinary action up to and including dismissal of the person or people responsible.

Records

The Company will retain information regarding issues dealt with under the Bullying and Harassment Procedure. It has a legal basis for doing so in respect of its legitimate interests in following a fair procedure. This data will be treated confidentially, and will only be shared with relevant managers who are involved with your employment, or in any disciplinary or appeals processes which may arise in connection with the bullying & harassment Procedure, with members of the HR department, and in some cases, external HR & Legal Advisors. Further details, including details of your rights with regard to your personal information, are contained in the Data Protection Policy (featured elsewhere in this handbook) and the Data Privacy Notice which has been issued to you separately.

Bribery

We are committed to the highest standards of ethical conduct and integrity in our business activities. This policy outlines the Company's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010.

Any breach of this policy is likely to constitute a serious disciplinary matter and could result in summary dismissal. It may cause serious damage to our reputation and standing and the Company may also face criminal liability for unlawful actions taken by its employees or associated persons under the Bribery Act 2010. In addition, it could amount to a criminal matter for the individual concerned.

A bribe is a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner.

Except for gifts of low value and which are mere tokens (such as promotional pens, calendars and stationery), you are not permitted to accept excessive hospitality from a client or supplier. This includes entertainment, the cost of recreation, holidays etc. Any offer of hospitality must be discussed with and approved by Jennifer / Charlotte Hutchinson and Luke Birchall.

Where refusal of an offer of a gift, or hospitality, might cause embarrassment or difficulty, you should refer the matter to a Director without delay.

Where the Company gives anything other than low value/token gifts, these must be authorised by a Director and records must be kept.

Search (contractual)

Where we have reasonable grounds for suspecting that you may have committed a criminal offence or any serious breach of contract and/or of our rules, we reserve the right to request at any time that you submit to a search of your person (outer wear only) while on Company premises. We also reserve the right to search any property you hold on Company premises (i.e. any vehicle, locker, desk, personal belongings or premises etc.) at any time.

All searches will be conducted with your consent, in private and in the presence of a work colleague chosen by you and a member of management. Any personal search will be conducted by a person of the same sex.

If you unreasonably refuse to submit to a search, the police may be called and you may be asked to remain on site pending their arrival.

A search does not constitute any accusation on our behalf, but any refusal to give consent may, in appropriate circumstances, be treated as a breach of contract, an act of misconduct and render you liable to disciplinary action up to and including dismissal.

Use of IT, Internet, email and social media

Information Technology plays a crucial part in the operation and development of our business. As such it is essential that you are aware of, and understand, Company rules relating to computer operations, including E-Mail and Internet use.

These rules apply not only to the use of Company technology at work but also when using outside of work, e.g. when accessing our system remotely, using a Company laptop or tablet when travelling, and when using smartphones or other similar devices.

Computer Operations - Summary

You must not:

- Divulge any confidential passwords.
- Install any programme onto Company equipment, without first receiving authority to do so from Jennifer Hutchinson.
- Copy or download any Company programmes, files or data of any kind or remove these from the premises (this includes saving files or data to online storage systems, e.g. dropbox, onedrive etc) .
- Load any disk, pen drive or memory stick brought in from outside without the authority of Jennifer Hutchinson.
- Install any programme without first screening for viruses.
- Remove any hardware/software off site without permission.
- Use any computer until you have received appropriate authorisation and Company training.
- Access information you are not entitled to receive i.e. you must only access that which is necessary in order for your own work functions to be efficiently carried out and for which authorisation has been received.
- Use the Company systems for commercial purposes other than the business of the company

General rules regarding communication and email

This policy statement should be read in conjunction with equality, harassment and bullying, monitoring and data protection policies.

- You must only access the Company's email if you have been told by your Manager that you may do so.
- You must not send messages from another person's email address unless authorised to do so.
- You must use the Company email address for sending and receiving work-related emails and you must not use your own personal email accounts for the purpose of the Company business.

If you are sending any e-mails of a confidential nature, it is essential that you ensure that you do so only with the permission of the intended recipient, and that you take all necessary precautions to ensure that confidentiality is protected (e.g. checking the correct email address, protecting documents with a password, etc.)

We will not permit the use of E-mail messages that constitute bullying or harassment, that are obscene or abusive, inconsistent with the Company's Equal Opportunities/Bullying and Harassment statement.

You must not use a Company email address or the Company email system to send trivial messages, or copy or forward unnecessary messages e.g. chain mail, junk mail, cartoons, jokes or gossip.

Passwords and Security

You must use passwords on all IT equipment and must keep any password allocated confidential.

You must not use another person's username/password to access Company systems without authorisation.

You must log out of your system or lock your computer when leaving your desk for any extended period of time.

Contact Lists

Contact details of customers, clients or suppliers which have either been made available to you or compiled by you during the course of your employment, must be stored securely and kept confidential. Any lists of contacts compiled by you during the course of your employment remain the property of the Company. Such lists must not be copied or removed during or after employment.

System and data security

Be vigilant when using the Company's email system, viruses are often sent by email and can cause significant damage to the Company's IT systems.

No personal computer, mobile, tablet or USB storage device is allowed to be connected to the Company's system or network!

The Internet

If you are authorised to use the Internet, you should do so only for business purposes, unless you have the express permission of a Director or Duty Manager on specific occasions to access it for personal use. If you do have permission to access the Internet for personal purposes, you must not access any content of an illegal or obscene nature. Any such action is likely to result in summary dismissal.

Using your Company email to subscribe to news groups, mailing lists and social networking websites are permitted only when the subscription is in relation to a work-related purpose.

The Company may block or restrict access to any website at its discretion.

Social Media

Social media means any internet based applications which allow users to interact, such as social networking, blogs, wikis, social bookmarking, etc. Examples include Facebook, LinkedIn, YouTube, Instagram, Twitter, Flickr, Slide share and Pinterest.

We do not want to regulate how you use social media in a private capacity providing your use has no bearing on the Company. This guidance is to ensure that you understand the rules and ensure that you use the various platforms responsibly.

When you create or exchange content using social media, you are making a public statement. As such your content will not be private and can be forwarded without your consent. If sensitive or confidential information (or offensive/defamatory) has been disclosed, it cannot be recovered and this may result in liability both for the company and you.

Bear in mind that even if you are using social media in a personal capacity, other users who are/may be aware of your association with the company and the content could damage the company's reputation.

You should not use the Company's systems to access social media or other such platforms unless you have the express permission of a Director or Duty Manager to do so for work purposes. In your use of social media, even if it is outside of your working hours and not using our systems, you must comply with your contract of employment as well as all the Company policies, and in particular you must not:

- post anything related to your colleagues or the Company's clients, competitors, business partners or suppliers without their written permission;
- post disparaging statements about the Company, your colleagues, clients, competitors, prospective clients, suppliers or other affiliates;
- make communications that might be construed in a way that could damage the Company's reputation, even indirectly;
- post comments about sensitive business-related topics, such as the Company's performance;
- do anything which might disclose confidential business information;
- use the Company's logos, brand names, slogans or other trademarks, without the prior written consent of a Director;
- post anything that your colleagues, or our clients, competitors, suppliers or other affiliates might find offensive, including discriminatory comments, insults or obscenity, even if these are un-related to your work.

General Rules

- You must not use your work email address to sign up for personal use of social media sites;
- You should have no expectation of privacy or confidentiality in anything you create or share;
- You should not identify yourself as working for the company (without approval from a Director);
- You should regularly review your privacy settings;
- You should regularly review the content and delete anything that could reflect negatively on you or on the Company.

Posting any of the above material, whether inside or outside of work, on a personal account with privacy settings, and on personal devices, may result in disciplinary action being taken, up to and including dismissal.

If you feel that you have been harassed or bullied because of material posted or uploaded by a colleague you should inform your Manager and refer to the Bullying and Harassment or Grievance procedure.

Monitoring

We may monitor any E-mail and Internet use to ensure compliance with our policies. You may be required to remove content created or shared by you which the Company deems to be in breach of this policy.

Data Protection

Introduction

The Company takes the security and privacy of personal data seriously. We need to gather and use personal information or 'data' as part of our business, and to manage our relationship with our staff. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security.

The Company obtains, stores and uses personal information (also referred to as data) about job applicants, current and former employees, temporary and agency workers, contractors, interns, and apprentices for a number of specific lawful purposes, as set out in the Company's data protection notices relating to recruitment and employment.

This policy sets out how we comply with our data protection obligations and seek to protect personal information relating to our staff. Its purpose is also to ensure that staff understand and comply with the rules governing the collection, use and deletion of personal information to which they may have access in the course of their work.

[The Company's Data Protection Officer Jennifer Hutchinson is responsible for informing and advising the Company and its staff on its data protection obligations, and for monitoring compliance with those obligations and with the Company's policies. Any questions or comments about this policy, or any requests for further information, should be directed to the Data Protection Officer who's contact details are candjlimited@gmail.com is responsible for data protection compliance within the Company. Any questions or comments about this policy, or any requests for further information, should be directed to them]

Staff should refer to the Company's Data Protection Privacy Notice for Employees, and where appropriate, to its other relevant policies which contain further information regarding the protection of personal information.

This policy does not form part of any contract of employment (or contract for services if relevant) and can be amended by the Company at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

Data Protection Principles

To comply with the Data Protection Principles set out in the 2018 Act the Company will ensure that all personal information it processes is:

- processed fairly, lawfully and in a transparent manner;
- collected and processed only for specified, explicit and legitimate purposes;
- adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- accurate and kept up to date. We will take reasonable steps to ensure that any inaccurate data is deleted or rectified without delay;
- not kept for longer than is necessary for the purposes for which it is processed; and
- subject to appropriate technical and organisational measures to ensure that it is kept securely and protected against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

How we define personal data

‘Personal data’ means information which relates to a living person who can be **identified** from that data (a **‘data subject’**) on its own, or when taken together with other information which is likely to come into the Company’s possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

Personal data might be provided to the Company by the employee or applicant, or someone else (such as a former employer, an employee’s doctor, or a credit reference agency), or it could be created by the Company. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by a manager or other colleagues.

‘Special categories of personal data’ or **‘sensitive data’** means personal data about an individual’s race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, or sex life and sexual orientation.

How we define processing

‘Processing’ means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

Basis for processing personal data

In relation to any data processing activity, there must be a legal basis for the processing consisting of one or more of the following:

- (a) That the data subject has provided consent for the processing
- (b) That the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the contract
- (c) That the processing is necessary for compliance with a legal obligation to which the Company is subject
- (d) That the processing is necessary for the protection of vital interests of the data subject or another natural person
- (e) That the processing is necessary for the performance of a task carried out in the public interest or exercise of official authority
- (f) That the processing is necessary for the purposes of the legitimate interests of the Company or a third party, and where those interests are not overridden by the interests or fundamental rights and freedoms of the data subject

We will only process personal data where we have a legal basis for doing so (see above), and, in the case of Special Category Data (see above), where one of the following special conditions applies:

- where it is necessary for carrying out obligations or exercising specific rights in the field of employment law;
- where it is necessary to protect the vital interests of a person where the subject is physically or legally incapable of giving consent;
- where the data has been made public by the subject;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of the working capacity of the subject.

In particular, we may use information in relation to:

- race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
- sickness absence, health and medical conditions to monitor absence, assess fitness for work, to pay benefits, and to comply with our legal obligations under employment law, including to make reasonable adjustments and to look after our employees' health and safety; and
- an individual's trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members

We do not take automated decisions about individuals using their personal data or use profiling. [IF AUTOMATION/PROFILING IS USED THEN EXPLAIN]

Sharing personal data

We may share personal data with group companies or our contractors and agents to carry out our obligations under a contract of employment or for our legitimate interests. Such third parties include OUR PAYROLL BUREAU, HR ADVISORS, PENSION PROVIDER.

We require those companies to keep such personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process the data for the lawful purpose for which it has been shared and in accordance with our instructions.

We do not send personal data outside the European Economic Area. If this changes, individuals will be notified of this and the protections which are in place to protect the security of such data.

How should you process personal data for the Company?

Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy [and the Company's Data Security and Data Retention policies]

[The Company's Data Protection Officer is responsible for reviewing this policy and updating the Board of Directors on the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person]

- You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.
- You should keep personal data secure and not share it with unauthorised people.
- You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

- You should use strong passwords, where applicable, and under no circumstances should you disclose these to others.
- You should lock your computer screens when not at your desk.
- Consider anonymising personal data or using separate keys/codes so that the data subject cannot be identified.
- Do not save personal data to your own personal computers or any other personal device.
- Personal data should never be transferred outside the European Economic Area except in compliance with the law and with the authorisation of the Data Protection Officer
- You should lock all drawers and filing cabinets which contain any personal data. Under no circumstances should you leave documents which include personal data in any place where they can be read by a person who does not have the authority to see the data. This includes your desk, in boxes, or in unlocked drawers or cabinets.
- You should not take personal data away from the Company's premises without authorisation from your line manager [or the Data Protection Officer]. Where you do have authority to take data from the office, you should avoid taking it in paper form, which is more difficult to secure, unless absolutely necessary. You should ensure that you take every reasonable precaution to ensure that personal data taken out of the office is kept safe, including: Protecting electronic data with a strong password, encrypting any memory stick or other portable storage device, not leaving laptops or bags in your vehicle, ensuring that no other people, including members of your family, have access to such information where it is taken home, avoiding taking such data on public transport unless absolutely necessary, in which case you should take the utmost care to ensure that such information is with your person at all times.
- Personal data should be shredded or disposed of securely (ie, confidential waste facilities) when you have finished with it.

You should ask for help from the Data Protection Officer/Data Protection Manager if you are unsure about data protection or if you notice any areas of data protection or security you think the Company can improve upon.

Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

How to deal with data breaches

A data breach may take many different forms, for example:

- Loss or theft of data or equipment on which personal data is stored;
- Unauthorised access to, or use of, personal data either by a member of staff or third party;
- Loss of data resulting from an equipment or systems failure;
- Human error, such as accidental deletion or alteration of data;
- Unforeseen circumstances, such as fire or flood;
- Deliberate attacks on IT systems, such as hacking, viruses or phishing scams.

Should a breach of personal data occur (whether in respect of you or someone else) then the Company must keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we will notify the Information Commissioner's Office without undue delay and, where possible, within 72 hours of becoming aware of the breach.

If the breach is likely to result in a high risk to an individual's rights and freedoms, then we will notify the affected individual.

If you are aware of a data breach you **must** contact the Data Protection Officer immediately and keep any evidence you have in relation to the breach.

Subject access requests

Data subjects can make a ‘**subject access request**’ (‘SAR’) to see the personal data the Company holds about them. This request must be made in writing. If you receive such a request you should forward it immediately to the Data Protection Officer/Data Protection Manager who will coordinate a response.

If you would like to make a SAR in relation to your own personal data you should make this in writing to the Data Protection Officer. The Company must respond within one month unless the request is complex or numerous, in which case the period can be extended by a further two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive the Company may charge a reasonable administrative fee or refuse to respond to your request.

Data subject rights

An individual has the right to access information about what personal data the Company processes about them. You have the right to access your own personal data by way of a subject access request (see above). You can request that inaccuracies in your personal data be corrected. To do so you should contact your line manager in the first instance, or the Data Protection Officer where you are not satisfied with the response.

- You have the right to request that we erase your personal data where we are not entitled under the law to process it, or it is no longer necessary to process it for the purpose for which it was collected.
- While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made.
- You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.
- You have the right to object if we process your personal data for the purposes of direct marketing.
- You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will, in most cases, aim to do this within one month.
- With some exceptions, you have the right not to be subjected to automated decision-making.

In most situations the Company will not rely on your consent as a lawful ground to process your data. If it does request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later.

To exercise any of your rights, as outlined above, you should contact your line manager in the first instance, and if not satisfied with the response, you should contact the Data Protection Office.

Finally...

We hope that you have found this Employee Handbook useful. If you have any queries or concerns with any aspect of the Handbook, please direct these to a Director or Duty Manager as soon as possible.

We would like to take this opportunity to wish you a long and fulfilling career with

————— **Est 2013** —————

THE CULCHETH ARMS

————— **Restaurant & Bar** —————

Good Luck!

Receipt of Employee Handbook

I have received a copy of the Employee Handbook and understand its contents.

Name (Print): _____

Signature: _____

Date: _____